



A Professional Limited Liability Co.

By E-mail to Pierce County Executive: pcexecutive@co.pierce.wa.us
By E-mail to Pierce County Council Chair: jmcdon2@co.pierce.wa.us

Pat McCarthy
Pierce County Executive
County-City Building
930 Tacoma Ave. S. Rm 737
Tacoma, WA 98402

Joyce McDonald
Pierce County Council Chair
County-City Building
930 Tacoma Ave. S. Rm 1046
Tacoma, WA 98402

Re: Official Misconduct of Dale Washam and Alberto Ugas
Request for Termination of Ugas and Suspension of
Washam under RCW 36.29.090

Dear Chair McDonald and Executive McCarthy:

The purpose of this letter is to ask you to suspend Dale Washam
under the powers granted to the Council under RCW 36.29.090:

“Whenever an action based upon official misconduct is
commenced against any county treasurer the county
commissioners may suspend the treasurer from office until such
suit is determined, and may appoint some person to fill the
vacancy.”

You are also asked to terminate Alberto Ugas, who is an at-will county
employee engaged in unlawful retaliation in violation of RCW 49.60.210
& .220. Federal law is also implicated, which should be addressed
through the complaint of retaliation filed with the Equal Employment
Opportunity Commission. In addition to engaging in unlawful retaliation,
Mr. Washam and Mr. Ugas are in violation of the NON-
DISPARAGEMENT provisions of Mr. Williams’ Settlement Agreement
and Release. The actions of these officials harm the professional
reputation of my client, and continue to waste county resources at the
public’s expense.

On March 1st, 2012, Dale Washam, Pierce County Assessor-
Treasurer and his Deputy Alberto Ugas spoke at the Marine View
Presbyterian Church. The Dash Point Social Improvement Club invited

Joan K. Mell
Lawyer

1033 Regents Blvd. Ste. 101
Fircrest, Washington 98466
253.566.2510 ph.
281.664.4643 fx.
joan@3brancheslaw.com

Mr. Washam in his capacity as Assessor-Treasurer to speak at its annual meeting about property taxes in Dash Point. Approximately 35-45 members affiliated with the Club attended the event. Invitations to the event went to members only through an announcement in the Club newsletter written by David Noll and sent out a week before the annual meeting.

A blond woman, who was not a Club member, distributed multiple copies of a document entitled "SWORN AFFIDAVIT UNDER SACRED OATH OF TRUTH FOR THE TAXPAYERS OF PIERCE COUNTY" to the attendees. The document is a September 2nd, 2011 statement of Alberto Ugas that disparages Mark Williams. See, attached. The woman knew of the event from Mr. Ugas. She was not a member of the Club.

According to Mr. Ugas, he wanted his statement presented at the meeting, but knew he could not distribute the statement himself, so he invited a "concerned citizen." He made arrangements to distribute multiple copies of his statement at the meeting where he was present and speaking with Mr. Washam in an official capacity. His statement makes factual allegations concerning events that he would not have knowledge about in a purely personal capacity. He and the person he involved to distribute his statement learned of the meeting because Mr. Washam was invited to speak in his official capacity. Mr. Ugas would not identify the "concerned citizen." The "concerned citizen" told the President of the Club, Tom Smith, that she was from Pierce County.

At the same time, Gretchen Bork, Mr. Washam's assistant, distributed CDs comprised of documents authored by Mr. Washam, which were the subject of Mr. Williams' claim filed against the County. Specifically, her distribution included Mr. Washam's September 2009 Investigative Report, which made false allegations of criminal wrongdoing and corruption in the Department Mr. Williams supervised. Mr. Washam's disparaging report includes an attached e-mail referencing Mr. Williams by name. See attached excerpts.

Nearly a year ago on March 30th, 2011, Mr. Williams settled his claims in good faith, hoping he would no longer face false allegations of criminal wrongdoing by these officials. The terms of his NON-DISPARAGEMENT agreement are as follows:

3. NON-DISPARAGEMENT: Mr. Williams, Mr. Washam and the County agree to not make intentionally false or defamatory remarks regarding the other nor any disparaging remarks or derogatory references about the other. The parties, however, may make truthful statements about the other during any administrative hearings or legal proceedings pursuant to applicable law. Mr. Washam further agrees that he will not post or permit any postings specifically referencing Mr. Williams by name or position on the Assessor – Treasurer website. Mr. Washam agrees to hold harmless and to indemnify Pierce County for any settlement, judgment, or award resulting from his breach of this paragraph.

Mr. Williams chose to compromise his claims, including his civil right claims, to put the matter to rest. The County promised the matter was put to rest. The Supreme Court put the

matter to rest as well when it declared Mr. Washam's pursuit of criminal charges on the subject of physical inspections a "gross waste of public funds." *In re Recall of Washam*, 171 Wn. 2d 503 (2011). Now one year later, Mr. Ugas and Mr. Washam bring forward materials on the same subject that were evidence in the settled claim. They disseminate these controversial and disparaging materials in a public forum and continue to argue Mr. Williams was engaged in criminal misconduct when he was not. Dale Washam and Alberto Ugas refuse to respect the County's promise to Mr. Williams, and they refuse to accept the well reasoned opinion of the Supreme Court. They have demonstrated by their own actions that as long as they are in office they will not stop using their positions to promote themselves. They are making false claims about criminal misconduct and corruption using public resources and their public offices. They are engaged in an unlawful conspiracy in violation of the rights of Mr. Williams and the other claimants. This matter should be investigated and appropriate corrective measures taken swiftly to avoid further dissemination of the materials. Please consider the merits of suspending Mr. Washam and terminating Mr. Ugas.

The referenced materials are attached to this letter. The CD has been requested via public disclosure, and I understand the Club has the agenda for the meeting and a list of attendees. The officers of the Club attended the event as did a number of Directors. A list of their names are attached. I have telephone numbers for the President Tom Smith and the Treasurer Dave Noll, which I would be happy to share with an investigator looking into these matters.

Thank you for your consideration.

Very truly yours,


Joan K. Mell

cc: Client
Dale Washam
Alberto Ugas
Human Resources - Betsy Sawyers
Risk Management - Mark Maenhout
EEOC - Cheryl Milner
Department of Justice - Sonya Sacks
DPSIC

Enclosures:

List of Directors and Officers present at meeting from DPSIC
Non-profit Corp. Status of DPSIC

Sept. 2009 PCAT Investigative Report by Dale Washam - excerpts

Ugas Declaration

Settlement Agreement

Williams' EEOC Complaint 03-05-12

Williams' EEOC Complaint 03-03-10

SWORN AFFIDAVIT UNDER SACRED OATH OF TRUTH FOR THE TAXPAYERS OF PIERCE COUNTY

Alberto Ugás, a resident of Sumner, Pierce County, being first duly sworn, under sacred oath, deposes and says that the following statements are true and correct, so help me God:

- A. That I am providing this sworn affidavit as a private Pierce County citizen and not in my capacity as Deputy Assessor-Treasurer for Pierce County.
 - B. That the contents of this sworn affidavit are solely mine, and that I accept all responsibility thereto. No responsibility or liability for this sworn affidavit is borne by, nor should be attributed to, any other taxpayer of Pierce County.
 - C. That I have personal and first-hand knowledge of the events that took place in the Pierce County Assessor-Treasurer office during the years 2001 through 2008.
 - D. That I have been a real estate appraiser for over 20 years and that I am licensed by the State of Washington as a General Appraiser.
 - E. That I am accredited by the Washington State Department of Revenue to appraise real property for taxation purposes; that I am well versed with mass appraisal and statistical valuation standards and with generally accepted appraisal principles and practices; that I am well informed about the laws of the State of Washington regulating said processes; that I have worked as an appraiser in the Pierce County Assessor-Treasurer office for more than 14 years, and that I am qualified to serve as an expert witness for single-property and ad-valorem valuations.
-
- (i.) That the appraisals produced by the Pierce County Assessor-Treasurer office during the years 2001 through 2008 violated the requirements of state law and violated generally accepted appraisal principles and standards.
 - (ii.) That during those years, hundreds of thousands of falsified entries to the Pierce County taxpayers' property assessment records, along with preferential valuation treatments given to select political contributors; falsified reports to local & state agencies; and other violations of law were discovered in 2009 and reported to several public officials at the local and state levels.
 - (iii.) That amongst the other violations of law is the false reporting of exaggerated 'new construction' dollar figures, which would generate higher property tax collections than lawfully allowed.
 - (iv.) That these discoveries establish clear & cognizable prima facie evidence of illegal activities and public corruption, yet no investigations were conducted.
 - (v.) That I filed a proper criminal complaint with the Pierce County Sheriff reporting in detail significant violations of law, yet no investigation was ever conducted.
 - (vi.) That public officials have responded instead by deprecating the allegations of public corruption and by denigrating the character and the integrity of those making the charges.

- (vii.) That there is a clear conflict of interest with the Pierce County Prosecuting Attorney's office and with other Pierce County offices regarding issues of public corruption within Pierce County, yet no attempt has been made to forward the case to an outside agency.
- (viii.) That I believe these actions and the inadequate response from county and state authorities, have encouraged the filing of questionable 'damage' claims seeking millions of dollars from Pierce County taxpayers, and that these claims will not be appropriately opposed because of the inherent conflicts of interest.
- (ix.) That the individuals filing these claims, namely former Chief Appraiser Sally Barnes, former Commercial Appraisal Supervisor Jim Hall, former Residential Appraisal Supervisor Mark Williams, and former Statistical Appraisal Supervisor Shellie Pollitt, are the very same individuals who either directly participated, collaborated or tolerated the commission of unlawful acts within the county departments under their direct supervision.

As a citizen and taxpayer of Pierce County, it is my solemn and sacred duty to raise my voice and demand that decency, honesty and integrity be given its rightful place in our communities, but especially in our government. Only us, the citizens of Pierce County, can demand and ensure these virtues are respected and promoted, or quietly condone their destruction. It is the responsibility of every citizen to repulse widespread public corruption, and demand the laws of the land be applied equally to citizens and public servants alike.

Given this 2nd day of September in Sumner, Washington

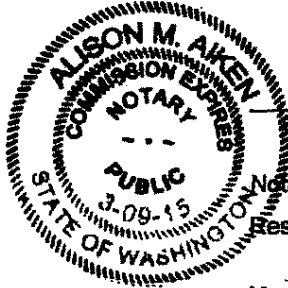

Alberto Ugás


NOTARY:

STATE OF WASHINGTON)
)ss
COUNTY OF PIERCE)

On this 2nd day of September, 2011, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Alberto Ugás, to me known to be the individual described herein and who executed the foregoing instrument, and acknowledged to me that he signed and sealed the said instrument as a free and voluntary act and deed.

Given under my hand and official seal this 2nd day of September, 2011.




Alison M. Aiken
Notary Public in and for the State of Washington
Residing at Pierce County

My commission expires: 3-09-2015

RELEASE, HOLD HARMLESS AND SETTLEMENT AGREEMENT

THIS AGREEMENT, is entered into this 30th day of March, 2011, by and between Mark Williams ("Mr. Williams"), Pierce County Assessor-Treasurer Richard Dale Washam ("Mr. Washam"), and Pierce County (the "County").

The parties desire to settle all matters and claims related to Mr. Williams' employment and interactions with the County and its agents. In making this RELEASE, HOLD HARMLESS AND SETTLEMENT AGREEMENT, the parties recognize that this settlement is a compromise of disputed claims and is in their mutual interest and is mutually beneficial and is not to be construed as an admission of liability nor an admission as to the extent of any damages and losses suffered by any party, if any. In making this RELEASE, HOLD HARMLESS AND SETTLEMENT AGREEMENT, Mr. Williams and Pierce County, the Pierce County Assessor-Treasurer's Office and their elected officials, officers, employees or agents, individually and in their official capacity acknowledge that matters agreed upon herein represent full and final settlement of all claims associated with Mark Williams' employment and any involvement or interactions whatsoever with Pierce County, the Pierce County Assessor-Treasurer's Office and their elected officials, officers, employees or agents, through the execution date of this agreement.

THEREFORE, for and in consideration of the mutual promises and conditions contained in this Agreement, the parties agree as follows:

1. Pierce County will pay to Mark Williams a general damages settlement in the amount of Seventy Nine Thousand Four Hundred and Ninety-Five Dollars and No Cents (\$79,495.00), such sum representing the full and final settlement of all claims of any kind whatsoever, which were raised or which could have been raised, through the signature date of this agreement.

2. The payment referenced in Paragraph 1 of this Agreement shall be made payable to III Branches Law, PLLC in trust for Mark Williams within ten (10) business days of the date of the execution of this Agreement by all parties.

3. NON-DISPARAGEMENT: Mr. Williams, Mr. Washam and the County agree to not make intentionally false or defamatory remarks regarding the other nor any disparaging remarks or derogatory references about the other. The parties, however, may make truthful statements about the other during any administrative hearings or legal proceedings pursuant to applicable law. Mr. Washam further agrees that he will not post or permit any postings specifically referencing Mr. Williams by name or position on the Assessor – Treasurer website. Mr. Washam agrees to hold harmless and to indemnify Pierce County for any settlement, judgment, or award resulting from his breach of this paragraph.

4. The parties understand that no portion of this settlement represents wages and there shall be no withholding for employee or employer payroll taxes. Mark Williams shall be solely liable for any income tax liability, if any exists. Mr. Williams further agrees to hold harmless and to

indemnify Pierce County for any settlement, judgment, or award as a result of any claim, complaint or suit brought against Pierce County by any taxing authority, associated with his failure to claim or pay applicable taxes on the amount of the payment referenced in this Agreement.

5. This Agreement represents the full and complete settlement of all matters raised in connection with Mr. Williams' employment, relationship, activities or involvement with Pierce County (including all offices, divisions, branches and agencies of the Pierce County political subdivision), the Pierce County Assessor-Treasurer's Office or their elected officials, officers, agents, attorneys or employees.

6. Mark Williams being of lawful age, for himself, his heirs, executors, administrators and assigns, releases, forever discharges, promises not to sue, make any claim, initiate any action of any kind whatsoever, and holds harmless Pierce County, a political subdivision of the State of Washington, Pierce County Assessor-Treasurer, their elected officials, officers, agents, attorneys and employees, Richard Dale and Dorothy Washam, Alberto and "Jane Doe" Ugas, and Gretchen Borck from any and all actions, causes of action, claims or demands for damages, attorney's fees, costs, loss of use, loss of services, loss of consortium, expenses, compensation, lost wages, back pay, front pay, employment rights, reemployment rights, medical expenses, consequential damages, any and all known and unknown personal injuries, all claims suspected or unsuspected, emotional distress and/or property damage or any other thing whatsoever on account of, or in any way arising out of, resulting from, or in any way related to any relationship or involvement he may have or had with Pierce County, the Pierce County Assessor-Treasurer and their elected officials, officers, attorneys or agents, or based on any acts, errors, or omissions by Pierce County, Pierce County Assessor-Treasurer or their elected officials, officers, attorneys or agents, whether such claims be based on contract, tort, violation of civil rights, wrongful discharge, discrimination, failure to hire, retaliation, defamation, libel, slander, disclosure of information, non disclosure of information, local, state or federal law, or any other theory of law including, but not limited to, 42 U.S.C. § 1983 et seq.; the Family Medical Leave Act, the Washington Law Against Discrimination, Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, the Fair Labor Standards Act, the Washington Minimum Wage Act, and the Americans with Disabilities Act. Pierce County, a political subdivision of the State of Washington, Pierce County Assessor-Treasurer, their elected officials, officers, agents, attorneys and employees, Richard Dale and Dorothy Washam, Alberto and "Jane Doe" Ugas, and Gretchen Borck release, forever discharge, promise not to sue, make any claim, initiate any action of any kind whatsoever, and hold harmless Mr. Williams from any and all actions, causes of action, claims or demands for damages, attorney's fees, costs, loss of use, loss of services, loss of consortium, expenses, compensation, lost wages, back pay, front pay, employment rights, reemployment rights, medical expenses, consequential damages, any and all known and unknown personal injuries, all claims suspected or unsuspected, emotional distress and/or property damage or any other thing whatsoever on account of, or in any way arising out of, resulting from, or in any way related to any relationship or involvement he may have or had with Pierce County, the Pierce County Assessor-Treasurer and their elected officials, officers, attorneys or agents, or based on any acts, errors, or omissions by Pierce County, Pierce County

Assessor-Treasurer or their elected officials, officers, attorneys or agents, whether such claims be based on contract, tort, violation of civil rights, wrongful discharge, discrimination, failure to hire, retaliation, defamation, libel, slander, disclosure of information, non disclosure of information, local, state or federal law, or any other theory of law including, but not limited to, 42 U.S.C. §1983 et seq.; the Family Medical Leave Act, the Washington Law Against Discrimination, Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, the Fair Labor Standards Act, the Washington Minimum Wage Act, and the Americans with Disabilities Act.

7. Mr. Williams hereby agrees that this settlement is intended to forever eliminate any further or additional claims by him, whatever the nature, against Pierce County, Pierce County Assessor-Treasurer, and their current or previous employees, elected officials, officers, attorneys and agents, in both their individual and official capacities, including but not limited to Richard Dale Washam and Dorothy Washam, Alberto Ugas and "Jane Doe" Ugas, Gretchen Borck, and any other County agents and assigns, and their attorneys, including but not limited to Mark Lindquist, Pierce County Prosecuting Attorney and Dan Hamilton, from any and all claims whatsoever, to include, but not limited to, claims for medical liens for medical services rendered to Mr. Williams by reason of any injuries sustained. Further, Mr. Williams agrees to save Pierce County and these same persons harmless from all rights of subrogation of his insurance carrier or others for any medical payments and/or disability or personal injury protection payments, wage loss and property damage, of any kind whatsoever. Pierce County, Pierce County Assessor-Treasurer, and their current or previous employees, elected officials, officers, attorneys and agents, in both their individual and official capacities, including but not limited to Richard Dale Washam and Dorothy Washam, Alberto Ugas and "Jane Doe" Ugas, Gretchen Borck, and any other County agents and assigns, and their attorneys, including but not limited to Mark Lindquist, Pierce County Prosecuting Attorney and Dan Hamilton hereby agree that this settlement is intended to forever eliminate any further or additional claims by them, whatever the nature, against Mr. Williams and his spouse. The County agrees in the event of any further litigation involving these parties, no party has waived or released his or her rights to representation by the County if acting in good faith in the scope and duties of his employment, pursuant to Pierce County Code, Chapter 2.120.

8. Mark Williams represents and warrants there are no other lien holders or other persons or entities having any interest in the proceeds being paid in accordance with the settlement of these claims and the conditions of this Agreement. If such liens or interests exist, Mr. Williams agrees to fully indemnify, hold harmless and defend Pierce County, its employees, elected officials, officers, attorneys and its agents from any claims of others to the proceeds of the settlement, as described herein.

9. This Agreement constitutes the ENTIRE AGREEMENT between the parties. There are no other or further agreements which modify or amplify the terms of this Agreement. The terms of this Agreement are contractual and not merely a recital.

10. Should any part or provision hereof be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof; provided, however, the remaining parts or provisions shall remain in full force and effect.

11. Mark Williams is competent and of lawful age, acknowledges that he has read the foregoing provisions and knows the contents thereof, has had the opportunity to review this Agreement with legal counsel and signs the same as his own free act. Mr. Williams acknowledges that the Release is written in language he understands. The release does not waive rights or claims that may arise after the date this release waiver is executed. Mr. Williams acknowledges the consideration given for this release is in addition to anything of value to which the individual already is entitled. Mr. Williams acknowledges that he has had at least twenty one (21) calendar days to consider this agreement.

12. Mr. Williams represents that he understands that he has the right to revoke this Agreement by giving written notice to Pierce County not later than seven (7) calendar days after signing this Agreement. Written notice of revocation must be delivered to Doug Vanscoy, Chief Civil Deputy, Office of the Prosecuting Attorney, 955 Tacoma Ave South, Suite 301, Tacoma WA 98402 within the seven day revocation period, with proof of delivery.

If written notice of revocation is not received within seven (7) calendar days, this Agreement shall immediately become effective and enforceable.

DATED this 30th day of March, 2011.

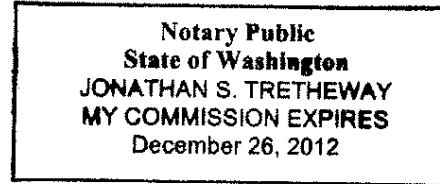

MARK WILLIAMS

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

On this 30th day of March, 2011, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared MARK WILLIAMS to me known to be the individual described in and who executed the foregoing instrument and acknowledged to me that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS My hand and official seal hereto affixed the day and year first above written.

Jonathan Tretheway
Printed Name: Jonathan Tretheway
NOTARY PUBLIC in and for the State of Washington
My Commission expires 12/26/12.



For Pierce County:
Mark Maenhout
Mark Maenhout, Director of Risk Management

Dale Washam, Assessor-Treasurer

Approved as to legal form:

Joan K. Mell
Joan K. Mell, WSBA #
Attorney for Mark Williams

MARK LINDQUIST
Pierce County Prosecuting Attorney

By: _____
WSBA #
Deputy Prosecuting Attorney
Attorneys for Pierce County